

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT</p> <p>No. 3</p>	<p>DATE</p> <p><b>JUL 11 2008</b></p>
<p>TO LEASE NO. GS-11B-01853 (the "Lease")</p>		

ADDRESS OF PREMISES: NOAA Center for Weather and Climate Prediction

5830 University Research Court  
Riverdale, MD 20737 (the "Project")

**THIS AGREEMENT, made and entered into this date by and between Maryland Enterprise, L.L.C., a Delaware Limited Liability Company**

whose address is: c/o Opus East, L.L.C.

2099 Gaither Road, Suite 100

Rockville, MD 20850

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government (collectively referred to as "the Parties"):

NOW THEREFORE, the Parties, for the considerations hereafter mentioned, covenant and agree that the said Lease is amended effective as of the date of this SLA, as follows:

1. The Parties acknowledge the following: that the anticipated full occupancy date of February 1, 2008 was not met as provided in Paragraph 1.6 of the SFO of the Lease and the Lease Schedule entitled "SFO Attachment #3, Design and Construction Schedule" and that construction commenced on May 9, 2007. The Parties further acknowledge each party to the Lease has asserted or has threatened to assert claims against the other for extensions of time and/or the costs associated with delay by the other party in performing such party's obligations under the Lease, including claims and demands for all rights and remedies that either party has or may have against the other arising from delay by the other party in performing such party's obligations under the Lease, in equity or at law. Each signatory hereto expressly waives and releases any and all rights, causes of action, claims or remedies it has or may have (with the provision that termination by the Government shall be governed by the terms of Paragraph 4 of SLA #2) under the Lease documents, in equity or at law, for any and all delays caused by the other party with respect to the performance of the Lease that have been committed or incurred prior to June 2, 2008, except as specifically excepted and reserved hereunder.

2. SFO Paragraph 1.6 is deleted in its entirety and replaced in its entirety by the following: The Lessor shall coordinate access with the Government during construction to coordinate installation of Government equipment and furniture. To facilitate the Government's occupancy, space will be delivered by the Lessor in two phases ("Phase I" and "Phase II," as defined in Paragraph 4 of SLA #2 of this Lease.) Substantial Completion of Phase II is required no later than July 22, 2009, at which time all building construction except for minor work items which do not materially impact the use or occupancy of the building, and site work under the Lessor's control, shall be substantially completed (unless the Lessor is entitled to an extension of time to complete such construction and site work in accordance with the other provisions of this Lease.)"

3. SFO Paragraph 3.15(H) "OCCUPANCY" is hereby revised by deleting the first five sentences in their entirety and replacing that text with the following: "Space delivery will occur in two (2) phases as agreed to in SLA #2 of this Lease. At least ten (10) working days prior to the scheduled delivery of a phase, the Lessor shall issue written notice to the Government to schedule the inspection of the space. At least five (5) working

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days prior to the scheduled delivery of a phase, the Government shall commence its inspection, and the Government shall accept or reject the space by the scheduled delivery date for that phase."

4. SFO Paragraph 3.15(H) "OCCUPANCY," subparagraph "Rent Commencement" is hereby deleted in its entirety and replaced as follows: "The Government shall commence paying the full annual rent, as defined in the Lease at GSA Form SF-2 Paragraph 3, to the Lessor upon the Government's acceptance of Phase II as substantially complete (except as adjusted in accordance with Paragraph 3.15(I), GSA Form 3517X Credit Lease General Clauses, paragraph 34, or as otherwise agreed by the Parties.)"

5. SFO Paragraph 3.15(H) "OCCUPANCY," subparagraph "Lease Commencement" is hereby deleted in its entirety and replaced as follows: "The Lease term shall commence upon the date of the Government's acceptance of Phase II as substantially complete. The Government and Lessor shall enter into an SLA to confirm the Lease Commencement date and the expiration of the term."

6. SFO Paragraph 3.15(I) "DELAYS" is hereby revised by deleting the last sentence in its entirety and replacing that text with the following: "Each day of Lessor Delay will entitle the Government to one day of free rent after Lease Commencement, in addition to any other remedies to which it may be entitled under GSA Form 3517X Credit Lease General Clauses, paragraph 11 "Default in Delivery."

7. Notwithstanding the waivers and releases provided in Paragraph 1 above, the Government agrees that the Lessor retains its right under GSA form 3517X Credit Lease General Clauses, paragraph 37, "Disputes" to document and certify a claim for cost escalations currently estimated to be approximately \$800,000 asserted by subcontractors for expiration of the pricing in bid packages dated February 14, 2008, in connection with GSA's acceptance of Tenant Improvement ("TI") bids by GSA Letter #82-2008, dated April 8, 2008 and received by the Lessor on April 10, 2008. The Lessor agrees that with respect to such potential claim, the Government reserves every defense available to it under the Lease, at equity or at law, including the right to assert any prior delay or other failure to perform by Lessor in accordance with the Lease with respect to the preparation, documentation, presentation and review of the TI bids. However, the Government agrees that such defense shall not be construed as a claim or counterclaim for damages for any period of delay released in accordance with Paragraph 1 above.

8. The Parties specifically except from the waivers and releases provided in Paragraph 1 above and the Lessor retains any rights and claims under the Lease for remedies and damages available under the Lease, at equity or at law, arising from any delay or cost increase attributable to or arising in connection with the following: (a) any permit delay associated with the Hot Deli change directive (which shall be considered excusable delay under the terms and provisions of the Lease); and (b) the IDF/UPS Upgrade (known by the Government as CR #34) except that if the Government issues a Notice to Proceed or Award for this change request not later than July 14, 2008, the Lessor shall not request a time extension to the UO30 schedule for this change order greater than 30 days; and (c) any rights and claims arising from any other facts and circumstances occurring after June 2, 2008. Provided that GSA has not issued a Notice to Proceed to the Lessor with respect to a change, any delays or costs arising from such change shall not be considered to have arisen before June 2, 2008 or to have been waived by either party.

9. This SLA #3 is limited to waiver of the Parties' rights to recover for time and increased costs of

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performance associated solely with delay, defined as either Party's failure to perform in accordance with time limitations set forth in the Lease, and unresolved requests for time extensions related to Government change orders arising before June 2, 2008 (except as otherwise exempted above.) The Lessor expressly retains and does not waive or release any rights and claims arising from unresolved disputes related to Project construction costs, including the cost to construct any Government change order, as expressed in bids received prior to June 2, 2008.

In the event of a conflict between the terms of this SLA #3 and other terms of the Lease, the terms of this Supplemental Lease Agreement shall control. All other terms and conditions of the Lease shall remain in full force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Maryland Enterprise, L.L.C.

BY (b) (6) President  
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)

(b) (6) \_\_\_\_\_  
(Signature) (Address)

UNITED STATES OF AMERICA

BY (b) (6) PBS Contracting Officer, GSA, NCR.  
(Signature) (Official Title)